

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: December 4, 2012

CONTACT PERSON NAME AND PHONE NUMBER: Irene D. Ramirez, P.E., Interim City Engineer (X4428)

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Council authorizes the City Manager to enter into a Job Order Contract for City Owned Facilities with Basic IDIQ, Inc., a Texas Corporation, in the amount not to exceed four million and no/100 dollars (\$4,000,000.00) over a two year period. This is a "job order contract" as allowed pursuant to Texas Local Government Code Section 271.120. Basic IDIQ, Inc. competitively bid for job order contracting services and was selected by the Harris County Department of Education. The Contractor is entitled to perform only the work issued by individual project work orders.

BACKGROUND / DISCUSSION:

This contract will be used as a job order contract for city owned facilities. The contract will enable City staff to respond quickly to needs and repairs on city facilities.

PRIOR COUNCIL ACTION:

On June 26, 2012 City Council approved a one year contract for an amount not to exceed \$750,000.00.

On August 18, 2009, City Council approved an Interlocal Agreement and Resolution authorizing the City Manager to sign the Harris County Department of Education Municipality Master Service Interlocal Contract in order to participate in their cooperative purchasing program.

AMOUNT AND SOURCE OF FUNDING:

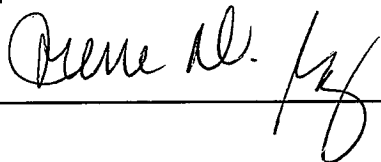
Maximum amount of \$4,000,000.00. Various funding sources from capital projects will fund work orders.

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



THE STATE OF TEXAS)
)
COUNTY OF EL PASO) **CONTRACT FOR MINOR CONSTRUCTION
REPAIR, REHABILITATION OR ALTERATION
OF CITY OWNED FACILITIES**

THIS CONTRACT, made this ____ day of _____, 2012 and between THE CITY OF EL PASO, TEXAS, hereinafter called "Owner", acting herein through its City Manager, Joyce Wilson and BASIC IDIQ, INC., a Texas corporation, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

**MINOR CONSTRUCTION, REPAIR, REHABILITATION OR ALTERATION OF
CITY-OWNED FACILITIES
Contract Reference No. 2013-092**

hereinafter called the "Project", for a sum not to exceed **Four Million Dollars and No/00 (\$4,000,000.00)**, for all work in connection therewith, under the terms as stated in the contract documents; and at Contractor(s) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Project, as set forth in this Contract and all Work Orders, in accordance with the conditions stated in the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the individual Work Orders a copy of which is shown in **Attachment "A"**, issued pursuant to this Contract, including all maps, plats, blueprints and other drawings and printed or written explanatory matter thereof, the specifications and contract documents thereof as furnished by the City Engineer or his designated representative, and as enumerated in Paragraph 1.5 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

This contract shall have a term of two years from the date signed by the City Manager for the City of El Paso.

The Contractor hereby agrees to commence work under this Contract on a date to be specified in each written Work Order from the Owner or Owner's Designated Representative, and to substantially complete the work within the period designated in the individual Work Order and to achieve Final Completion on or before the date specified in each individual Work Order, unless such time is extended by the Owner. The Contractor further agrees to pay, as liquidated damages, the sum of **One Hundred Dollars and No/00 (\$100.00)** for each work day past the Substantial Completion date, as hereinafter provided in Paragraph 6.8 of the General Conditions.

The Contractor shall perform all work for the unit prices which shall be calculated as set forth in **Attachment B**, attached hereto, including all applicable taxes, insurance, bonding premiums, licenses, permits and fees and profit. Costs for Payment and Performance Bonds required of the Contractor are included in the Contractor's coefficient multiplier.

Contractor shall provide a one-year warranty for the work of each Work Order pursuant to Section 5.15 of the General Conditions. The one-year shall begin on the date of final acceptance of the work in the Work Order by the Owner.

The Owner's designated representative for this Contract that is responsible for issuing Work Orders pursuant to this Contract and to whom notice shall be given whenever notice is required by this Contract is: City of El Paso, City Engineer, City Engineering Department, 2 Civic Center Plaza, 4th Floor, El Paso, Texas 79901; phone 915-541-4423, or his designated representative. Changes may be made to the names and addresses noted herein through timely, written notice to the other party. The Contractor shall not accept work orders under this Contract from any other person.

The exact scope of the Work will be set forth in each Work Order. The Scope of Work may include, but is not limited to, any of the items set forth in **Attachment C** attached hereto.

Contractor shall not pay less than the prevailing wage rates. The Owner shall notify which wage rate is applicable to each Work Order.

Certificates of insurance showing insurance coverage in the amounts indicated in **Attachment D** attached hereto, shall be kept current during the term of this contract.

Contractor shall be required to provide Payment and Performance Bonds in accordance with Chapter 2253 of the Texas Government Code using the forms in **Attachment E** attached hereto. Bond amounts may be for the full amount of this Contract or for the amount of work orders, provided that the amount of the bonds shall always be sufficient to equal or exceed the combined total of all work orders issued.

This Contract shall include the Contract, General Conditions, Supplemental General Conditions, Special Conditions, the Contract Forms attached hereto and any agreed upon amendments. Once signed, if the Contractor's proposal varies or is unclear in any way from the Contract, the City at its sole discretion, will decide which provisions apply.

This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, The El Paso City Charter and any ordinance of the City of El Paso and this Contract shall be enforceable in El Paso County, Texas and exclusive venue shall lie in El Paso County, Texas.

The undersigned declares that the only persons or parties interested in this Contract as principals are those named herein, and that this Contract is made without any collusion with any person, firm or corporation.

(Signatures begin on following page)

IN WITNESS, WHEREOF, the parties to these presents have executed this Contract on the _____ day of _____, 2012 in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:
BASIC IDIQ, INC.

By _____

Area Manager

Title

7598 N. Mesa, Ste 200, El Paso, TX 79912
Address, City, State, Zip Code

915-757-6875
Telephone Number

915-757-0757
Fax Number

APPROVED AS TO FORM:

Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:

Irene D. Ramirez, P.E.
Interim City Engineer

If the Contractor be a corporation, the following certificate should be executed:

I, Rich Barrick, certify that I am the
Corporate Secretary (title) of the corporation named as Contractor, hereinabove; and that
Eddie Liuss who signed the foregoing Contract on behalf of the
Contractor was then Area Manager (title) of said corporation; that said Contract was
duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope
of its corporate powers.

[Signature]
CORPORATE (title) SIGNATURE AND CORPORATE SEAL



ATTACHMENT A

**CITY OF EL PASO
WORK ORDER FORM**

WORK ORDER NO. _____

Contract No. _____

Date: _____

Date work shall begin: _____

Number of consecutive calendar days to substantially complete the work: _____

Number of consecutive calendar days to finally complete the work: _____

Work Order Site/Address: _____

Work Order (Brief Title/Description): _____

Applicable wage rate – see attached

Federal Forms apply to this Work Order: Yes _____ No _____

Lump Sum Fixed Cost: \$ _____ (if quantities are only estimated, place "not applicable" on this line).

Detail description of work in this Work Order

Most Current R.S. Means Book (Provide name of book below) Page and description	Unit Price	Number of Units	Multiplied by coefficient	Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

ATTACHMENT "B"

PRICING

This Contract is a variable term, indefinite delivery, indefinite quantity contract for construction services on an on call basis through negotiated line item delivery orders (Work Orders) to include minor construction, repair, rehabilitation or alteration of city owned facilities. Price is based upon the Coefficient applied to the El Paso, Texas Cost Index and the line items applicable current edition data book of R.S. Means.

Each Work Order may be a fixed price, lump-sum contract based substantially on contractual unit pricing applied to estimated quantities or may be a unit price order based on the quantities and line times delivered (TX Local Govt. Code 271.120).

DEFINITIONS

CITY COST INDEX: Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

COEFFICIENT: is the Contractors' coefficient multiplier that is applied to the local city cost index and the unit price book R.S. Means. It will include all of the direct costs in doing the work to complete any task/work order. It will include all overhead items such as office, safety, equipment, vehicles and fuel, computers, printers, programs, insurance maintenance, final site clean up and all contingencies and program project management and administration.

JOB ORDER/WORK ORDER: A line item estimate taken from a Work Order using the coefficient and R.S. Means which once agreed to by the City becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

UNIT PRICE BOOK (UPB): The current addition of the applicable cost data book published by R.S. Means. The published quarterly updates of such cost data book will also be allowed. All applicable national, state, and local laws, codes, standards and regulations shall be followed.

ATTACHMENT "C"
SCOPE OF WORK

CITY OF EL PASO
CONTRACT FOR MINOR CONSTRUCTION, REPAIR, REHABILITATION OR
ALTERATION OF CITY OWNED FACILITIES

The Contractor will provide, furnish and install all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services, and to complete in a workmanlike manner all the work required for the minor construction and repair, including, but not limited to, repair, rehabilitation and alteration of Owner's facilities, as listed below:

Construct, replace, repair, install, remove, abate, and/or demolish items as covered in any or all of the following categories:

- I. Structural Systems
 - A. Foundations
 - B. Grading & Drainage
 - C. Roof Covering Materials
 - D. Roof Structure and Attic
 - E. Walls (interior & exterior)
 - F. Ceilings and Floors
 - G. Doors (Interiors & Exterior)
 - H. Windows
 - I. Stairways (Interior & Exterior)
 - J. Fireplace/Chimney
 - K. Porches, Balconies, Decks and Carports
- II. Electrical Systems
 - A. Overhead service
 - B. Underground service
 - C. Main Service
 - D. Service Entrance and Panels
 - E. Branch Circuits, Connected Devices, and Fixtures
 - F. Receptacle outlets
 - G. Lighting
- III. Heating, Ventilation and Air Conditioning Systems
 - A. Heating Equipment
 - B. Cooling Equipment
 - C. Duct System, Chases, Vents, and Grilles
 - D. Ceiling Fans
 - E. Window Fans
- IV. Plumbing System
 - A. Water Supply System and Fixtures

- B. Sewer System and Fixtures
- C. Drains, Wastes, Vents
- D. Water Heating Equipment
- E. Sinks
- F. Showers and tubs
- V. Appliances
 - A. Dishwasher
 - B. Food Waste Disposer
 - C. Range Exhaust Vent
 - D. Ranges, Cooktops, Ovens
 - E. Microwave Oven
 - F. Trash Compactor
 - G. Mechanical Exhaust Vents and Bathroom Heaters
 - H. Garage Door Operator(s)
 - I. Door Bell and Chimes
 - J. Dryer Vents
 - K. Refrigerator
- VI. Security
 - A. Locks on doors/gates
 - B. Security bars on windows/doors
 - C. Security systems
- VII. Hazardous Material including Lead Paint
 - A. Interior surfaces
 - B. Exterior surfaces
 - C. Soil
- VIII. Energy Efficiency
 - A. Doors
 - B. Windows
 - C. Fixed joints
 - D. Appliances
 - E. Insulation (Interior & Exterior)
- IX. Optional Systems
 - A. Lawn and Garden Sprinkler Systems
 - B. Swimming Pools, Spas, Hot Tubs and Equipment
 - C. Outbuildings
 - D. Outdoor Cooking Equipment
 - E. Gas Supply Systems
 - F. Private Water Wells
 - G. Private Sewage Disposal (Septic) Systems
 - H. Whole House Vacuum Systems
 - I. Other Built In Appliances

- X. Demolition
 - A. Main structure
 - B. Outbuildings
 - C. Swimming Pool
 - D. Water Well
 - E. Septic System

- XI. Other
 - A. Cabinets
 - B. Garage Doors
 - C. Basements
 - D. Attic
 - E. Railings
 - F. Tie Downs
 - G. Smoke Detectors
 - H. Accessibility
 - I. Infestation
 - J. Termites
 - K. Elevators
 - L. Mailboxes

- XII. General Fire Protection Safety
 - A. Means of Egress
 - B. Fire Resistance Rating
 - C. Fire Protection System

PLEASE NOTE MANDATORY REQUIREMENTS ON BUILDING STRUCTURE PROJECTS OF SECTION 5.24A OF THE GENERAL CONTRACT CONDITIONS, APPRENTICES.

Prior to commencing of any work order project the Contractor shall submit to the City of El Paso Responsible City Department and obtain approval of, the Sequence of Construction, Schedule of Work, and the approval of the City's Traffic Engineering Division of Traffic Control Plans (if necessary).

END SCOPE OF WORK



Attachment D
CERTIFICATE OF LIABILITY INSURANCE

BASIC-3

OP ID: MF

DATE (MM/DD/YYYY)

08/29/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Time Insurance Agency, Inc. 1405 East Riverside Dr Austin, TX 78741 Time Insurance Agency, Inc.	512-447-7773 512-440-0989	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Valley Forge Insurance Company	
		INSURER B: Continental Insurance Company	35289
		INSURER C: Continental Casualty Company	20443
		INSURER D: National Fire Ins Co of Hartfo	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

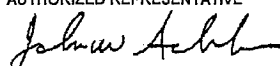
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	5086150067	08/31/12	08/31/13	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 15,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000	
						Emp Bene \$ 1,000,000	
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO	X	5086150053	08/31/12	08/31/13	BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$	
						\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 4,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	X	5086150070	08/31/12	08/31/13	AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000					\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	X	5088467487	08/31/12	08/31/13	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Certificate Holder is named as Additional Insured with regard to work performed by or on behalf of the named insured when required by written contract or agreement. 30 Days Notice of Cancellation except 10 days for non-payment of premium. A Waiver of Subrogation applies as respect Workers Compensation policy in favor of its partners, agents and employees. (Con't)

CERTIFICATE HOLDER

CANCELLATION

CITY/ELP City of El Paso 2 Civic Center Plaza El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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NOTEPAD:

HOLDER CODE CITYELP
INSURED'S NAME Basic IDIQ, Inc.

BASIC-3
OP ID: MF

PAGE 2
DATE 08/29/12

Should any of the described policies be cancelled or materially altered before the expiration date, the issuing company shall provide thirty (30) days written notice to the Owner-City of El Paso by certified mail.

ATTACHMENT "E"
BOND FORMS

PERFORMANCE BOND
(Value of this Bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called the "Principal", as Principal and _____, a Corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, hereinafter called the "Surety", as Surety, are held and firmly bound unto THE CITY OF EL PASO, TEXAS, hereinafter called the "Obligee", in the amount of _____ Dollars and _____ Cents (\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____ to construct _____, Contract No. _____, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. The Surety hereby waives notice of any change, including changes of time, to the construction contract, related subcontracts and purchase orders, which is made in accordance with Section 252.048, Texas Local Government Code.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS: _____

ATTEST: _____

Principal - Company Name

Signed By (Principal Agent) (Seal)

Address

Principal Agent's Name (Printed or Typed)

City, State, Zip Code

Telephone No.

Fax No.

Surety - Company Name

Signed By (Surety Agent) (Seal)

Address

Surety Agent's Name (Printed or Typed)

City, State, Zip Code

Telephone No.

Fax No.

AGENT RESIDENT DESIGNATION

Contract For Minor Construction Repair, Rehabilitation or Alteration of City
Owned Facilities
Contract No. 2013-092

SURETY INFORMATION

_____, as Surety on the Performance and Payment Bonds for this contract, hereby appoints the following resident agent who resides within the County of El Paso and to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of suretyship, pursuant to Article 7.19-1 of the Texas Insurance Code and Chapter 2253, Texas Government Code.

Assigned By:

_____(Seal)
Surety Agent

Surety Agent's Signature

Date

AGENT INFORMATION

Agent Resident: _____

Business Address: _____

Telephone & Fax Nos. _____

Acknowledged By:

Agent Resident's Name (Printed or Typed)

Agent Resident's Signature

INSERT

POWER OF ATTORNEY

AFTER

PERFORMANCE BOND

NOTE:

- DO NOT SUBSTITUTE BOND FORM
- BOND MUST BEAR FOUR (4) SIGNATURES: (1) WITNESS, (2) ATTEST, (3) CONTRACTOR AND (4) ATTORNEY-IN-FACT
- DATE ON POWER OF ATTORNEY MUST BE SAME AS DATE ON BOND
- SEPARATE POWER OF ATTORNEY FORMS MUST BE PROVIDED FOR EACH BOND (PERFORMANCE & PAYMENT BOND)
- AGENT RESIDENT DESIGNATION MUST CONTAIN SURETY'S SEAL, ASSIGNMENT BY SURETY AGENT, AND ACKNOWLEDGMENT OF SUCH ASSIGNMENT BY AGENT RESIDENT.